



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	A	Contract Number	
M	<input type="checkbox"/>	Change							
X	<input type="checkbox"/>	Cancel				SHR			
County Department					Dept.		Orgn.		Contractor's License No.
SHERIFF					SHR		SHR		
County Department Contract Representative					Ph. Ext.		Amount of Contract		
ROBERT W. TREMAINE (909) 387-3746							\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
AAA	SHR	SHR		9800		RANGE			
Commodity Code			Estimated Payment Total by Fiscal Year						
			FY	Amount	I/D	FY	Amount	I/D	
Project Name									
RANGE USE									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name _____
City of El Monte
Address El Monte Police Department
11333 Valley Blvd.
El Monte, CA 91731
Phone (626) 580-2109 Birth Date _____
Federal ID No. or Social Security No. _____

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the COUNTY operates a Weapons Firing Range located at the Frank Bland Regional Training Center;
AND

WHEREAS, the CONTRACTOR desires to enter into a contract for the use of said Firing Range for the purpose of firearms training, and periodic firearms qualification shoots:

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR shall make use of the Weapons Firing Range at approximately quarterly intervals during each contractual year. CONTRACTOR shall be provided access to the Range as many times as required to ensure that all CONTRACTOR's law enforcement personnel have successfully completed qualifying shoots and training sessions. Range use shall take place during normal Range operating hours, at times and dates specified by the Sheriff's Rangemaster and/or Range Safety Officer. Available Range facilities shall include, but are not limited to, the following: pistol range, rifle range, and classroom facilities.

2. CONTRACTOR shall coordinate with a designated COUNTY Range Safety Officer regarding the proper use of the Range facilities. CONTRACTOR shall ensure that all CONTRACTOR's personnel utilizing the Range are knowledgeable with regard to the proper use of Range facilities.
3. The CONTRACTOR shall supply, at no cost to the COUNTY, a qualified Rangemaster, who has successfully completed a California Peace Officer Standards of Training (P.O.S.T.) approved (or equivalent) firearms instructor course, who shall personally supervise and control the course of training of CONTRACTOR's personnel at the Range, subject to oversight and approval of the Sheriff's Rangemaster and/or Range Safety Officer. Depending upon the nature of the training activity, Sheriff's Rangemaster and/or Range Safety Officers or equivalent Range personnel may take direct control of the course of training of CONTRACTOR's personnel with the assistance of CONTRACTOR's Rangemaster.
 - a) All participants shall conduct themselves in accordance with Range Rules and Regulations, as detailed in Exhibit A attached hereto.
 - b) Violations of Range rules and regulations may result in immediate termination of CONTRACTOR's Range privileges.
4. CONTRACTOR shall supply and bear the cost of all necessary supplies or equipment, necessary for shoots or training, above those detailed in the attached Schedule A. CONTRACTOR shall supply all necessary ammunition and weapons. All expended shell casings shall become the sole property of the COUNTY.
5. CONTRACTOR shall submit a course of fire to the Sheriff's Rangemaster and/or Range Safety Officer prior to CONTRACTOR's initial use of the Range. CONTRACTOR shall submit a new course of fire prior to making any change in use of Range.
6. CONTRACTOR shall compensate the COUNTY at the rate of \$10.00 per shooter, per qualifying shoot or training session, based upon the actual number of shooters per session. It shall be the sole responsibility of the CONTRACTOR to ensure that all shooters arrive for all shoots and training sessions. CONTRACTOR shall be billed in arrears on a quarterly basis. COUNTY shall have the right to renegotiate the rate for Range usage and supplies provided under this contract at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed to in writing by both parties in the form of an amendment to this contract.
7. INDEMNIFICATION. The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its officers, employees, agents, and volunteers from any and all claims actions, losses damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions of any persons and for any costs or expenses incurred by the COUNTY on account of any claim, therefore, except where such indemnification is prohibited by law. CONTRACTOR specifically agrees that this indemnification/defense clause and hold harmless clause is intended to extend to all acts of active or passive negligence, whether sole or concurrent, and that CONTRACTOR's duty to indemnify, defend and/or hold harmless is intended to be as broad and inclusive as is permitted by the law of the State of California, and that further if any portion thereof is held invalid, it is agreed that the balance, shall, notwithstanding, continue in full legal force and effect.
8. INSURANCE. Without in anyway affecting the indemnity herein provided and in addition hereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- a) Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and specifically covering CONTRACTOR's employees' activities at the range facilities.
- b) Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than three million dollars (\$3,000,000).
- c) ADDITIONAL NAMED INSURED. All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- d) WAIVER OF SUBROGATION RIGHTS. CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- e) POLICIES PRIMARY AND NON-CONTRIBUTORY. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- f) PROOF OF COVERAGE. CONTRACTOR shall immediately furnish certificates of insurance to the Sheriff's Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Sheriff's Department and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.
- g) INSURANCE REVIEW. The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- h) Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

9. The term of this contract shall be for a period of time commencing upon its approval by the San Bernardino County Board of Supervisors and terminating only as hereinafter provided. This contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination.
10. All notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:
- CONTRACTOR: El Monte Police Department
 11333 Valley Blvd.
 El Monte, CA 91731
- COUNTY: San Bernardino County Sheriff's Department
 Bureau of Administration
 P.O. Box 569
 San Bernardino, CA 92402-0569
11. The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract including the right to give notice of termination of behalf of the COUNTY at his sole discretion.
12. The CONTRACTOR shall limit the use of COUNTY's range facilities to those personnel currently employed by CONTRACTOR at the time the Range is used.
13. This contract represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties. Any amendment to this contract shall be in writing, signed by both parties.

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COUNTY OF SAN BERNARDINO

► _____
Jon D. Mikels, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

City of El Monte

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address Police Department, 11333 Valley Blvd.
El Monte, CA 91731

Approved as to Legal Form	Reviewed by Contract Compliance	Reviewed for Processing
►	►	►

County Counsel, by Kevin L. Norris, Deputy

Date _____

Date _____

Agency Administrator/CAO

Date _____

SCHEDULE A

SUPPLIES AND SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT:

1. Targets (paper silhouette type only).
2. Target frames.
3. Gun cleaning supplies and a designated area for gun cleaning.

ADDITIONAL INFORMATION:

- CONTRACTOR must provide staple guns and staples.
- Inmate assistance for range set up and target maintenance is available on a limited basis and is not guaranteed.
- Nighttime use of the range facilities is available on a limited basis and must be approved by the Sheriff's Rangemaster and/or Range Safety Officer.

NOTICE

RANGE SAFETY ADVISORY

THE FOLLOWING SAFETY PROCEDURES WILL BE STRICTLY ENFORCED:

1. Upon arrival, all weapons are to remain holstered until instructed to report to the firing line and given commands for the course of fire.
2. All shooters must wear proper ear and eye protection as approved by the Range Safety Officer.
3. Weapons are to be loaded or down loaded at the firing line or as otherwise instructed by the Range Safety Officer.
4. Only magazines and speed loaders may be down loaded and replaced with live ammunition in the staging area.
5. After completing your course of fire, weapons are to be re-holstered upon leaving the firing line.
6. Weapons may be un-holstered in the cleaning room and rendered safe for cleaning by using the bullet containment system located in the cleaning room.
7. A duty round may only be re-chambered at the firing line or by using the bullet containment system located in the cleaning room.
8. Violation of any safety rule will result in removal of the violator from the Range. Flagrant safety violations could lead to suspension of future range privileges to the violator and/or the agency or organization the violator represents.

IF THERE ARE ANY QUESTIONS, PLEASE CONSULT THE RANGE STAFF